

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/09/2010		2. CONTRACT NO. (if any) GS-23F-9755H		6. SHIP TO: a. NAME OF CONSIGNEE EERE (FORS)	
3. ORDER NO. DE-DT0001896		4. REQUISITION/REFERENCE NO. 10EE007490		b. STREET ADDRESS U.S. Department of Energy Office of Energy Efficiency & Renewable Ener. Forrestal Building 1000 Independence Avenue, SW	
5. ISSUING OFFICE (Address correspondence to) Office of HQ PS (HQ) U.S. Department of Energy Office of Headquarters Procurement MA-64 1000 Independence Ave., S.W. Washington DC 20585				c. CITY Washington	
7. TO: HEATHER TEED				d. STATE DC	
a. NAME OF CONTRACTOR BOOZ ALLEN HAMILTON INC.				e. ZIP CODE 20585	
b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 8283 GREENSBORO DRIVE				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY MCLEAN		e. STATE VA		f. ZIP CODE 221023838	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE EERE (FORS)	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					
13. PLACE OF				12. F.O.B. POINT Destination	
a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)				16. DISCOUNT TERMS NET 30	
17. SCHEDULE (See reverse for Rejections)					

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 36-2513626 DUNS Number: 006928857 TAS::89 0321::TAS This action is to provide funding for the award of a task order to Booz Allen & Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME OR for HQ						17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4937						
c. CITY Oak Ridge		d. STATE TN		e. ZIP CODE 37831		

22. UNITED STATES OF AMERICA BY (Signature)		Signature on File		23. NAME (Typed) Linda S. Sapp TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/09/2010 CONTRACT NO. GS-23F-9755H

ORDER NO.
DE-DT0001896

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	<p>Hamilton, Inc, under its GSA MOBIS Schedule Contract; GS-23F-9755H, to provide Program Planning, Management, and Oversight support to the Office of Energy Efficiency and Renewable Energy National Retrofit Database.</p> <p>CPS Funding Action number is 18839-32769 and the Agreement number is 22986. Period of Performance: 09/10/2010 to 09/10/2013</p> <p>Base Year</p> <p>Line item value is: Incrementally Funded Amount:</p> <p>Accounting Info: Fund: 05450 Appr Year: 2010 Allottee: 60 Report Entity: 300328 Object Class: 25200 Program: 1004219 Project: 0000000 WFO: 0000000 Local Use: 0383535 TAS Agency: 89 TAS Account: 0321 Funded:</p> <p>Accounting Info: Fund: 05450 Appr Year: 2010 Allottee: 60 Report Entity: 300328 Object Class: 25200 Program: 1004220 Project: 0000000 WFO: 0000000 Local Use: 0383535 TAS Agency: 89 TAS Account: 0321 Funded:</p> <p>Accounting Info: Fund: 05450 Appr Year: 2010 Allottee: 60 Report Entity: 300328 Object Class: 25200 Program: 1004880 Project: 0000000 WFO: 0000000 Local Use: 0383535 TAS Agency: 89 TAS Account: 0321 Funded:</p> <p>Accounting Info: Fund: 05450 Appr Year: 2010 Allottee: 60 Report Entity: 300328 Object Class: 25200 Program: 1005092 Project: 0000000 WFO: 0000000 Local Use: 0383535 TAS Agency: 89 TAS Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/09/2010 CONTRACT NO. GS-23F-9755H

ORDER NO. DE-DT0001896

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Account: 0321 Funded: Accounting Info: Fund: 05450 Appr Year: 2010 Allottee: 60 Report Entity: 300328 Object Class: 25200 Program: 1005093 Project: 0000000 WFO: 0000000 Local Use: 0383535 TAS Agency: 89 TAS Account: 0321 Funded: Accounting Info: Fund: 05450 Appr Year: 2010 Allottee: 60 Report Entity: 300328 Object Class: 25200 Program: 1005290 Project: 0000000 WFO: 0000000 Local Use: 0383535 TAS Agency: 89 TAS Account: 0321 Funded:					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

STATEMENT OF WORK
National Retrofit Database and Processing System

1.0 BACKGROUND

The Department of Energy implements or supports various residential retrofit programs such as Home Performance with Energy Star, Retrofit Ramp-up, and state/municipal programs started with American Reinvestment and Recovery Act funds. All of these programs are consistent in their program structure: home owners are educated about the benefits of energy efficient retrofits and are directed to local programs that follow DOE best practices and technical assistance resources to insure that energy savings are being realized in participant's homes. All of these programs and program partners collect basic building information to run simulations on the before and after energy impacts of each retrofit measure. DOE or its partners in these programs collect or warehouse this information to insure that the programs are being implemented to the guidelines set forth in the program and to measure impacts. DOE is seeking a contractor to assist in the development of technical resources to implement and manage residential retrofit programs so that they interact with DOE and the National Retrofit Database and Processing System uniformly and the programs have proper management, oversight, reporting, and communication.

This Statement of Work (SOW) is to provide program planning, management, and oversight to the Department of Energy (DOE) to support National Retrofit Programs including the various deployment programs DOE currently manages (i.e. HPwES, Retrofit Ramp-up, etc) and future rebate programs that may be offered and administered by the Department of Energy (DOE). This support will be provided to the Building Technologies Program.

The Office of Energy Efficiency and Renewable Energy (EERE) works to strengthen the United States' energy security, environmental quality, and economic vitality in public-private partnerships. It supports this goal through:

- Enhancing energy efficiency and productivity;
- Bringing clean, reliable and affordable energy technologies to the marketplace; and
- Making a difference in the everyday lives of Americans by enhancing their energy choices and their quality of life.

1.1 Scope & Task Overview

DOE requires support in all the program phases including program planning, management, and oversight. The range of support services required includes but is not limited to:

- a) Program Management, Governance and Control,
- b) Program Analytics and Reporting,
- c) Communications and Outreach,
- d) Information Technology (IT) Management, and
- e) other general support services required including...
 - a. coordinating the work to support DOE;

- b. planning for and facilitating meetings to support the work with DOE and outside entities;
- c. preparing, facilitating, and implementing solutions according to the coordination and planning activities;
- d. maintenance and operation of all records and program plans; and
- e. modifications, alterations, and improvements to provided or ongoing solution.

2.0 PROGRAM MANAGEMENT OFFICE SUPPORT.

2.1 Program Management & Control – the Contractor shall assist in the development and establishment of specific measures to manage and control program scope, schedule, cost, risk, and performance. Key work activities will include but are not limited to:

- a. Program Management and Oversight support monitoring program components adherence to established management plans and methodologies. This includes ongoing program monitoring and control through a series of reports on control elements such as schedule, risk, cost, and performance.
- b. Schedule Management support the development and maintenance of a detailed integrated master schedule (IMS), identification and quantification of the adverse impacts of project delays, management of schedule changes, and identification of any issues that may impact the successful completion of the program.
- c. Risk and Issue Management support the implementation and maintenance of a risk and issue management process designed to identify, analyze, prioritize, track, and continually manage risks associated with National Retrofit Programs administered by DOE. This process must utilize a risk and issues log and promote informed decision-making around mitigation strategies, optimization of resources, and coordination of programmatic trade-offs against program cost, schedule, and performance. Monthly reports should be provided describing specific issue resolution activities, and will contain a log of key decisions and action items.
- d. Resource Management supports the coordination of resources across the program and component activities.
- e. Cost Management support the management and review of program budgets and finance reports to ensure that they are compliant, correctly calculated, and that reported burn ratios are within anticipated variance limits.
- f. Quality Management supports the establishment and management of a Quality Assurance Plan that will be utilized to monitor and influence the effectiveness of National Retrofit Programs administered by DOE. The plan should describe the processes/procedures to be used to monitor contractor performance quality and identify and implement corrective action when necessary.
- g. Acquisition Management supports the acquisition and contract administration activities throughout the acquisition life-cycle phases of the program.

2.2 Data and Analytics – the Contractor shall assist in, but not be limited to, the following:

- a. Performance Metrics & Reporting includes defining and managing the metrics that will be utilized to help measure and assess program performance; producing standard and ad-hoc reports; preparing data and analysis to meet stakeholder communication needs; conducting predictive analytics; and, preparing reports to support wind-down and program close, conducting statistical analysis on internal datasets and report results based on legislative requirements, and managing the compilation of processing and potentially payment data for all required reports.
- b. Executive Dashboard Management includes the maintenance of an executive dashboard that will allow DOE management to monitor and administer National Retrofit Programs administered by DOE. The dashboard will contain reports, charts, and graphs that will be available to provide an at-a-glance view of the status, important trends, and key performance indicators via a web portal to authorized personnel. The dashboard must be based on accepted architecture best practices to support efficient and secure integration with feeder systems and collect and maintain statistics related to the program.
- c. Data Packaging and Management providing external stakeholders with selected data sets to support the detection, analysis, and mitigation of fraud, waste and abuse; and, monitoring, managing and maintaining master data taxonomies, vocabularies, data dictionaries, data models, XML schemas and DTD's.

2.3 Communications – the Contractor shall assist in, but not be limited to, the following:

- a. Communications Plan support communication efforts during the life of the program including program communication goals and objectives, communication theme(s) and key messages by stakeholder groups, communication methods, tactics, and tools and insight about their use and guidance on timing of release of communication activities and products.
- b. Program Communications, Outreach & Education Materials, Support strategic communications that engage key stakeholders per the communications plan, design outreach strategies; developing and delivering training and curricula content; support executing a communication and outreach initiative; and developing multi-media content.
- c. Public Website Management support the design, development, implementation and operation of a public-facing web site for National Retrofit Programs administered by DOE. The site will be based on an open-source content management system providing administrators.
- d. Stakeholder Management Plan support efforts to engage and communicate with internal and external program stakeholder groups, including understanding stakeholder group needs, priorities, and issues; creating a dialogue with each stakeholder group; and, supporting the development and execution of ad-hoc communication needs from stakeholder groups.

2.4 Information Technology (IT) Management – the Contractor shall assist in, but not be limited to, the following services. If value of this work is over \$200k, will need a waiver from OCIO:

- a. IT Governance includes developing the necessary procedures, policies and protocols required to manage and govern the IT investments associated with National Retrofit Programs administered by DOE; developing IT performance metrics, scorecards and dashboards, establish an IT governance body; developing governance roles and responsibilities; assisting with investment decisions, analysis and IT budget formulation; developing and monitoring vendor Service Level Agreements (SLAs), establishing NDAs; and managing risk and maintaining the overall IT project schedule and implementation plan.
- b. IT Strategy and Architecture Services includes developing, maintaining, and managing the overall IT Strategy and Architecture for DOE's National Retrofit Database and Processing System; serving as a liaison to the DOE and other executive stakeholders; developing and managing standards; assisting government and industry stakeholders with design and implementation activities and maintaining the master IT blueprint DOE's National Retrofit Database and Processing System.
- c. Independent Verification and Validation (IV&V) includes serving as DOE's trusted advisor to validate and verify IT vendor solutions relative to legislative and program requirements; performing testing of solutions and solution components; conducting architectural reviews, and managing IT scope and complexity.

2.5 Other Implementation Requirements –other requirements and services may become necessary to support the stand-up and operation of the program. It is recommended that the PMO be prepared to collaboratively work with its contractor(s) to identify, analyze, prioritize, facilitate and execute other general program implementation requirements as they arise.

3.0 PERFORMANCE

3.1 Location

At the Contractor's facility

3.2 Travel

Prior to non-local travel, the contractor shall obtain approval and authorized from DOE COR of travel requirements which will be needed to support this statement of work.

4.0 DELIVERABLES

Upon execution of a contract, the contractor will also work with DOE COR to establish timelines for all deliverables:

1. **Project Plan** – the contractor will provide DOE's COR with levels of estimate and a plan outlining when the selected / prioritized requirements will be completed specific to the subtasks 2.1, 2.2, 2.3, and 2.4. [24hrs from receipt of the task assignment from the COR]
2. **Management Plans** - the contractor will work with DOE BTP to develop operational management plans for each subtask under 2.1, 2.2, 2.3, and 2.4. [30 days from receipt of the task assignment from the COR]
3. **Quarterly Reports** - the contractor will provide DOE monthly reports of key activities engaged and recommendations to improve the operational efficiency of the program.
4. Subsequent deliverables and due dates will be established during performance

Order Terms and Conditions

The Term "Contract" is interchangeable with "Order".

1. Teaming Partners

A List of Teaming Partners is contained below (If proposed, please list below):

Teaming Partners

All work will be performed in accordance with the attached Statement of Work (SOW) and pursuant to the Oral Presentation Materials and Price Proposal dated September 7, 2010; and the following fully burdened Labor Categories Rates and Other Direct Costs (if applicable).

**2. DOE-B-1007 – Deliverable Requirements – Time and Material/Labor Hour.
Period of Performance 36 Months**

Contractor	LaborCategories	9/10-9/30/2010	10/01/10-9/30/11	10/01/2011-9/30/12	10/01/12-9/30/13
Booz Allen Hamilton Program					

The services specified by this Order shall be performed at "Booz Allen and Hamilton," Office.

3. Period of Performance

The period of performance for this order will be 36-months from 9/10/2010 to 9/10/2013.

3a. Ceiling Price of Order

The ceiling price of the order is

4. Funding

FUNDING: Funds in the amount of _____ have been allotted for obligation and are available to pay for DPLH and other direct items or services provided for 36-months. The contractor will not exceed the available funding under this clause. The DOE is not obligated to pay the contractor if the contractor incurs cost in excess of the available funding.

4a. Deliverables

The Contractor shall perform the services specified in the Statement of Work (Attachment A) and deliver monthly summary reports. The summary reports shall be in narrative form, brief, and informal in content. The report shall address accomplishments, activities planned for the next month, and issues that may impede performance and the proposed corrective action. The summary report shall also detail financial data showing costs incurred in sufficient detail to assess the efficiency of performance. The report is due 15 calendar days

following the month being reported. The report shall be submitted via e-mail to the COR and CO.

For Draft Deliverables, the Government has 5 days to return comments. The contractor will incorporate comments within 5 working days. For Final Deliverables, the Government shall either accept or reject Deliverables within 5 working days of Deliverable submission. In the event of rejection, the Government shall notify the contractor in writing of the reasons for such rejection. Absence of notification shall be construed as acceptance. To achieve the delivery schedule or objectives outlined, an Order start date no later than September 10, 2010 will be required.

Acceptance will be in accordance with the criteria defined in the SOW.
For other reporting requirements see the Reporting Requirements Checklist.

5. DEAR Clause 952.242-70 -- Technical Direction (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details; or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five

(5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

(1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

6. DOE-C- 1003 Task Assignment Procedure

(a) Only the Contracting Officer may issue task assignments to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task assignments and task assignment modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task assignment, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task assignment.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task assignment to the Contractor containing, as a minimum, the following:

(1) Date of the task assignment.

- (2) Contract number and task assignment number.
 - (3) Functional description of the work identifying the objectives or results desired from the task assignment, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task assignment, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task assignment.
- (f) If time constraints do not permit issuance of a fully defined task assignment in accordance with the procedures described in paragraphs (a) through (d), a task assignment which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task assignment and the Contractor's approved task plan, the task assignment shall prevail.
- (i) Contractor shall submit monthly task assignment progress reports. As a minimum, the reports shall contain the following information:
- (1) Contract number, task assignment number, and date of the task assignment.
 - (2) Task ceiling price.
 - (3) Cost and hours incurred to date for each issued task.
 - (4) Costs and hours estimated to complete each issued task.
 - (5) Significant issues/problems associated with a task.
 - (6) Cost summary of the status of all tasks issued under the contract.
- (j) After the Contracting Officer issues a signed task assignment to the Contractor, if any revision becomes necessary to the estimated cost or level of effort, the Contractor shall promptly submit to the Contracting Officer a revised task plan with explanatory notes. Revised task plans submitted by the Contractor are subject to the review of the Contracting Officer.

7. DEAR 952.215-70 Key Personnel. (DEC 2000)

(a) The personnel listed below, if applicable are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

*** INSERT LIST OF KEY PERSONNEL IF APPLICABLE**

Name* Labor Category*

- 1.
- 2.

8. HQ-G-1001 Correspondence Procedures (NOV 2000)

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c)) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the Contract Form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the Government Contract Administration Office designated in block 6 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

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(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: Saul (Eli) Simmons
Telephone Number: 202-287-1884
DE-DT0001896
GS-25F-9755H

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).

(d) DOE Contracting Officer Address. The Contracting Officer address is as follows:

Contracting Officer
ATTN: Office of Headquarters Procurement
U.S. Department of Energy
Headquarters Procurement Services
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

(e) Technical Reports. Procedures for technical reports are described in an attachment to the contract listed in the Reporting Requirements Checklist.

9. DOE-G-1001 Billing Instructions ALT 2

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered. Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

(a) Each invoice submitted shall include the following:

GSA Contract Number
Order Number
Contractor Name
Date of Invoice
Invoice Number
Amount of Invoice
Period Covered
Items Delivered

Cumulative Amount Invoiced to Date

Labor Charges shall be accompanied by the following:

1. A listing of the hours expended during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within this order.
2. The invoice or voucher shall further segregate costs by Task Assignment,

identifying current and cumulative billings for each Task Assignment.

3. Invoices for Task Assignments which span two or more contract years shall be segregated by the contract years involved, by both cost and DPLH.

4. ODC charges shall be accompanied by a detailed listing by Task Assignment of all reimbursable other direct costs.

5. All charges for other than the DPLH expended by the Prime Contractor shall be accompanied by copies of the invoices for the related charges and evidence of payment thereof.

10. DEAR Clause 952.209-72 Organizational conflicts of interest (AUG 2009)

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as

Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-

- (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
- (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.
- (c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

11. DEAR Clause 952.251-70 – Contractor Employee Travel Discounts (AUG 2009)

(a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.

(b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.

(c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.

(d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.

(e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.

(f) Obtaining travel discounts.

(1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.

(2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

12. DEAR Clause 952.209-8 Organizational Conflicts of Interest-Disclosure. (JUN 1997)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the offeror selected for final negotiations or, where individual

contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

13. DOE-H-1040 - Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2008)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

14. FAR 52.217-8 - Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

15. DOE-G-1010 Nonsupervision of Contractor Employees on Government Facilities

The Government shall not exercise any supervision or control over Contractor employees

performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

16. DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000).

(a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

17. DOE-G-1004 Travel Outside of the United States

(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of DOE.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.

(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

18. DOE-H-1001 Ombudsman ALT I

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the Contracting Activity Ombudsman, Sandra Shin, 1000 Independence Ave. SW Washington, DC 20585, Telephone: (202) 287-1374, Facsimile: (202) 287-1451, Email: sangok.shin@hq.doe.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the DOE ombudsman. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document. If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a 'fair opportunity to be considered', consistent with Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended and the procedures of the contract.

19. DOE-H-1029 Government Furnished Property and Data - None

The Government is not obligated to furnish any real or personal property or data under this contract.

20. HQ-H-1001 Confidentiality of Information (APR 1984)

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.

21. FAR 52.237-3 Continuity of Services (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -
- (1) Furnish phase-in training; and
 - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel

during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

22. HQ-H-1003 Modification Authority (APR 1984)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

23. 52.227-17 Rights in Data--Special Works. (DEC 2007)

(a) Definitions. As used in this clause--

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--(1) Data first produced in the performance of this contract. (i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

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(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data

ATTACHMENT D

U.S. DEPARTMENT OF ENERGY
REPORTING REQUIREMENTS CHECKLIST

<p>1 PROGRAM/PROJECT TITLE National Retrofit Database and Processing System</p>	<p>2 IDENTIFICATION NUMBER</p>																																				
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